

EXHIBIT 4

CONTRACT FOR PEMBROKE PINES

PROFESSIONAL SERVICES AGREEMENT

July THIS AGREEMENT (this "Agreement"), made and entered into the 1st day of ~~June~~, 2009 by and between:

CITY OF PEMBROKE PINES, FLORIDA

a municipal corporation
10100 Pines Boulevard
Pembroke Pines, Florida 33026
(hereinafter referred to as "CITY")

AND

CALVIN GIORDANO & ASSOCIATES, INC.

A Florida corporation
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on March 17, 2009, the City of Pembroke Pines, Florida issued Request for Proposals No.FI09-05 ("RFP") in an effort to seek potential qualified vendors to provide plan review, inspection and other building department related services, a copy of the RFP is attached hereto as **Exhibit "A"** and incorporated herein; and

WHEREAS, on April 8, 2009, the CITY's evaluation committee convened to review and rank the prospective vendors; and

WHEREAS, the evaluation committee ranked the potential vendors and provided its recommendation to the City Commission; and

WHEREAS, on June 3, 2009, the City Commission considered the presentation of several potential vendors and voted to negotiate a mutually acceptable contract with Calvin Giordano & Associates, Inc., subject to final City Commission approval, a copy of the bid proposal submitted by Calvin Giordano & Associates is attached hereto as **Exhibit "B"** and incorporated herein and the minutes of the June 3, 2009 City Commission meeting are attached hereto as **Exhibit "C"** and incorporated herein; and

WHEREAS, CITY has determined that entering into this Agreement with CONTRACTOR for certain professional services as contemplated in this Agreement is in the best interests of the health, safety, and welfare of the citizens and residents of the City of Pembroke Pines, Florida; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

Article 1 – Incorporation.

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2 - Scope of Professional Services

2.1 The CONTRACTOR shall perform Professional Building Department Services for the CITY. Such services shall include, but are not limited to the following:

- 1) Review and process construction plans for issuance of building permits under the Florida Building Code, including applications for all required certificates, licenses and registrations. Plans review and inspection services shall include, but not be limited to building, roofing, mechanical, HVAC, plumbing, structural and electrical, as well as providing all administrative documentation as required by governmental entities having jurisdiction as well as the CITY.
- 2) Review applications for compliance with submittal requirements, including contractor licensing and insurance, and other agency approvals.
- 3) Route applications to appropriate staff for discipline compliance reviews and comments.
- 4) Monitor review status to ensure prescribed time limits are met.
- 5) Contact building contractors, architects, engineers, and citizens about construction projects, code questions and other concerns.
- 6) Inspect permitted construction within the City limits, for compliance with City codes and ordinances and permitted plans and specifications.
- 7) Generally perform inspections between 7:00 a.m. and 6:00 p.m. Monday through Thursday, except on an as needed basis as described in Section 2.3, below, and at such time as set forth therein.
- 8) Maintain records of inspection and investigations. CITY's inspection forms shall be used.
- 9) CONTRACTOR shall provide a Permit System to include hardware, to maintain daily inspections as well as permit and plan review activities. CONTRACTOR shall provide updates in real time.

- 10) Prepare written reports of inspections and investigations of complaints and other reports as may be reasonably required by the CITY.
- 11) CONTRACTOR shall review and maintain all records required by the Federal Emergency Management Agency ("FEMA") in association with the processing of building permits in the format required by FEMA.
- 12) Perform any other related services required by the CITY and all other governmental agencies having jurisdiction.
- 13) Coordinate relevant activities with the City's Planning and Zoning consultants, the CITY's Fire Marshall, and the CITY's Code Enforcement Officers.
- 14) Coordinate activities with Broward County Board of Rules and Appeals and the Florida Building Commission, as needed and/or required.
- 15) Provide services with regard to Unsafe Buildings as described in Section 111 of the FBC-BBCAP, inspect, post and record violations and conduct public hearings and provide support to the Unsafe Structures Board.
- 16) Provide Building Code Enforcement services on behalf of the CITY.
- 17) CONTRACTOR shall be responsible to provide any and all utilities, janitorial service, and telephone service as needed in the performance of this Agreement.

2.2 Inspection Services. Inspection services shall be conducted in accordance with all applicable federal, state, and local laws, rules, regulations, directives, codes and ordinances. For each discipline, CONTRACTOR shall provide a minimum of two (2) persons with all applicable certifications required pursuant to Florida Statutes. All personnel performing services under this Agreement shall have at least three (3) years of experience in their respective disciplines.

2.3 Emergencies. During a declared emergency, CONTRACTOR shall be responsible for staffing the EOC when operational and assisting with damage assessment and safety inspections. Emergency services will be reimbursable at direct cost. The Building Code Administrator shall have immediate access to building plans and other essential building information. CONTRACTOR shall work with the CITY during post disaster (natural or man-made) times, in restoring Plan Review and Inspection Services pursuant to the Florida Building Code and executive orders of the Governor. CONTRACTOR shall provide personnel to assist with damage assessment teams. CONTRACTOR shall serve as a resource and consultant in the relevant discipline areas, assisting the operational decision-making process and performing other duties as deemed necessary to restore overall safety and services. CONTRACTOR shall provide personnel in each discipline to any type of emergency call-out by the CITY's Fire Rescue, Law Enforcement or any authorized CITY representative.

2.4 Timeframes for Performance. Plan reviews shall be performed in accordance with the following schedule:

1) Building Permits (Minor)	1 Business Day
2) Building Permits (Major)	10 Business Days
3) Single-Family Homes (New Construction, Major Renovation)	10 Business Days
4) Commercial Improvements (Minor, including signs)	5 Business Days
5) Commercial; Improvements (Major) Multi-Family Residential	10 Business Days

All inspections performed under this Agreement shall be conducted within one (1) business day of the request. In order to ensure public safety, response to hazards, nuisances, and Florida Building Code violations, reports will be performed within one (1) business day of receiving notice. The CONTRACTOR shall provide an inspector to meet this "on call" requirement. Responses to inquiries from the general public shall be provided by the CONTRACTOR within two (2) business days.

2.5 Staff Qualifications and Requirements. In addition to any requirements otherwise set forth herein, CONTRACTOR shall provide the necessary and appropriate personnel to ensure the performance of this Agreement, and such personnel shall satisfy the following requirements:

- 1) Building Official. Compliance with the requirements of Section 103 of the FBC-BBCAP, License from the State of Florida, Department of Business and Professional Regulation as a Chief Building Official, and County Certification.
- 2) Plans Examiners (Structural, Electrical, Mechanical, and Plumbing). Compliance with the requirements of Section 103 of the FBC-BBCAP, License from the State of Florida Department of Business and Professional Regulation as licensed under the respective discipline practiced, and County Certification.
- 3) Inspectors (Chief Electrical, Chief Mechanical, Chief Plumbing, and Chief Structural Inspector). Compliance with the requirements of Section 103 of the FBC-BBCAP, License from the State of Florida, Department of Business and Professional Regulation and/or licensed by the State.
- 4) Additional Staff. Cashiers and clerical staff sufficient to intake and route plans and applications, prepare certificates, scan all documents including plans in keeping with the established procedures, maintain computer operations including existing main frame, scan documents and plans not scanned initially within thirty (30) days of final inspection for archives.

All personnel shall be certified and recertified biennially by the Broward County Board of Rules and Appeals in accordance with Section 103 of the FBC-BBCAP and State Law. CONTRACTOR shall provide documentation to the CITY's Contract Administrator upon execution of this Agreement and upon staff changes thereafter.

2.6 Equipment and Personnel Requirements. CONTRACTOR shall provide and maintain the vehicles necessary to perform the services as set forth herein. All such vehicles shall be kept well maintained, clean, free of damage and in safe operating condition, with the name of the CONTRACTOR and number of the vehicle printed in letters not less than three inches (3") high on each side of the vehicle.

CONTRACTOR'S Personnel shall adhere to the following requirements:

- 1) While performing services under this Agreement, all personnel shall wear a uniform shirt with the CONTRACTOR's logo and shall wear a CITY identification tag.
- 2) While performing services under this Agreement, all personnel shall be equipped with communication equipment, including, but not limited to cellular telephones. A list of all cellular telephone numbers of such personnel shall be submitted to the City Manager, or his or her designee, at the time of execution of this Agreement and such list shall be updated and provided to the CITY on a regular basis.
- 3) All personnel performing services under this Agreement shall be fluent in English and CONTRACTOR shall require at least one person to be in the office at all times during regular business hours who is fluent in Spanish.

Article 3 - Term of Agreement

3.1 Term: This agreement shall be effective for an initial five (5) year term following the date of execution by the Parties.

3.2 Renewal: This Agreement shall be renewed at the expiration of the initial term and annually thereafter unless notice of intent not to renew is provided in conformance with Section 12.10. The parties agree to furnish notice of intent not to renew this Agreement not less than one hundred eighty (180) days prior to the expiration of this Agreement. In the event that this Agreement is not renewed for any reason, CONTRACTOR shall continue to provide services under existing terms and conditions until a replacement contractor has been located and retained by the City.

3.3 Termination without cause: This Agreement may be terminated by the CITY for any reason or no reason upon thirty (30) calendar days written notice to the CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to receive compensation for any work, or capital investment completed pursuant to this Agreement to the satisfaction of the CITY up through the date of termination. Under no circumstances shall the CITY make payment for services that have not been performed.

3.4 Termination with cause: This Agreement may be terminated by either party upon five (5) calendar days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated by the CITY, CONTRACTOR shall indemnify the CITY against any and all loss pertaining to such termination, including, but not limited to reasonable costs incurred in transition to a replacement contractor.

3.5 Termination (transfer of ownership). This Agreement may be terminated by the CITY upon five (5) calendar days written notice if there is a change of more than fifty percent (50%) of the ownership of the CONTRACTOR. CONTRACTOR shall notify the City Manager at least ten (10) days prior to the change of ownership of the CONTRACTOR.

3.6 Upon termination for any reason, CONTRACTOR shall turn over to the CITY all finished and unfinished work product, data, studies, surveys, sketches, plans and reports in its possession. CONTRACTOR shall also reasonably assist the CITY and any replacement contractors in the transition, including transition of computer data or software, as may be necessary.

Article 4 - Payment

4.1 CONTRACTOR's employees shall be responsible for collecting and maintaining all fees and payments associated with the performance of this Agreement on behalf of the CITY. The CITY shall receive an annual payment of \$150,000.00, payable in monthly installments of \$12,500.00 per month. Pursuant to Section 5.2 of this Agreement, the CITY shall further receive a monthly rental payment from the CONTRACTOR. On or before the 5th day of each month, the CITY shall receive from the CONTRACTOR a total payment in the amount of \$24,750.00 plus all applicable taxes. Contractor revenue is comprised of fees collected minus the above payments. CITY shall receive ten percent (10%) of the gross revenues collected in excess of \$4,000,000.00. All fees and costs set forth herein shall be increased or decreased from the current contract fees and costs annually each July 1st, commencing July 1, 2011, by the April to April change in the Consumer Price Index ("CPI") for "All Urban Consumers for the Miami-Fort Lauderdale Area, Florida" as published by the U.S. Department of Labor Statistics or its successor agency.

4.2 This Article shall be reviewed and revised pursuant to the mutual consent of the Parties upon each renewal.

Article 5 - Local Office Requirements

5.1 At the time of the execution of this Agreement, CITY has 5375 square feet of office space utilized for Building Department Services. CONTRACTOR shall rent office space from the CITY for one (1) year. After one (1) year, CONTRACTOR shall maintain an office acceptable to the CITY, which shall be located within three (3) road miles of Pines Boulevard

and 136th Avenue, and may include City Hall. A high speed Internet connection, equal or better than the existing service, to the main frame computer shall be required.

5.2 CONTRACTOR shall make monthly rental payments in the amount of \$12,250.00 per month plus applicable taxes for a total annual rent of \$147,000.00 plus taxes. Rental payments shall be paid to the CITY on the 5th day of each month in accordance with Section 4.1, above.

5.3 CONTRACTOR shall provide sufficient space in the office for Zoning Administrator. In addition, CONTRACTOR shall provide a conference room and plan tables for review and zoning maps and plan storage areas. At all times, the office shall be well-maintained, neat and orderly, with clean restrooms accessible to the public.

Article 6 – Status Reports

6.1 On or before the first of every month, the CONTRACTOR shall prepare and deliver to the City Manager, or his or her designee, a status report showing the status of all pending work authorizations and projects related to this Agreement.

Article 7 – Hours of Operation

7.1 CONTRACTOR shall maintain fully staffed business hours equal to, but not less than, the CITY's business hours of 7:00 a.m. through 6:00 p.m., Monday through Thursday. CONTRACTOR shall not be expected to perform services under this Agreement on those days in which City Hall is otherwise closed for business. The Parties acknowledge that the City may, in its sole discretion, transition to a five (5) day work week. In the event of such a transition, CONTRACTOR shall continue to perform services under this Agreement during the CITY's regular business hours, as may be amended from time to time.

Article 8- Insurance and Bonds

The CONTRACTOR shall not utilize the Facility until he has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY.

CERTIFICATES OF INSURANCE reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverage's afforded under these policies will not be canceled until at least forty-five (45) days prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must not be less than "A" and Class VI in the latest edition of "Best's Key Rating Guide", published by A.M. Best Guide. Insurance shall be in force until the obligations required to be fulfilled under the terms of the Contract are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension there under is in effect. The CONTRACTOR shall not utilize the facility pursuant to this contract unless all

required insurance remains in full force and effect. CONTRACTOR shall be responsible for subcontractors and their insurance. COMMERCIAL GENERAL LIABILITY insurance to cover liability, bodily injury, and property damage. Exposures to be covered are: premises, operations, product completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following minimum limits of liability:

- \$5,000,000 Combined Single Limit - each occurrence
- \$5,000,000 Combined Single Limit - general aggregate
- \$5,000,000 Professional Liability/ E&O Insurance
- \$5,000,000 Automobile Liability Insurance
- \$1,000,000 Employee Crime/Dishonesty Insurance
- \$1,000,000 Fire and Legal Liability Insurance
- \$1,000,000 Personal Injury
- \$1,000,000 Products/Completed Operations Aggregate

CONTRACTOR shall have its insurer name the City of Pembroke Pines as an additional insured on its General Liability policy. CONTRACTOR shall insure its own property and such insurance shall further cover and extend to any and all CITY property used by CONTRACTOR in the performance of this Agreement, including public records and other documents.

Professional Liability/E&O insurance – the policy shall be a claims-made policy and the contractor shall provide “tail coverage” for a period of at least seven (7) years after the termination of the Agreement.

WORKERS COMPENSATION insurance shall be maintained during the life of this contract to comply with statutory limits for all employees, and in the case any work is sublet, the CONTRACTOR shall require the Subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. The CONTRACTOR and his subcontractors shall maintain during the life of this policy Employers Liability Insurance.

The following limits must be maintained:

Workers Compensation	Statutory
Employer's Liability	\$100,000 per occurrence
	\$500,000 Disease-policy limit
	\$100,000 Disease-each employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead. The Payroll provider shall carry Employee Dishonesty, Forgery, and Alteration, and Computer Fraud coverage. The limits shall be a minimum of \$1 million. The provider shall have the crime policy(ies) endorsed to name the City as loss payee.

Article 9-Indemnity and Liens

9.1 Indemnity. CONTRACTOR shall indemnify and hold CITY and its Agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. Additionally, CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to protect, defend, indemnify, and hold the City of Pembroke Pines and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses, liabilities of every kind and character resulting from the error, omission or negligent act of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR'S duties set forth in this Agreement. Such indemnification shall include any and all claims and liabilities, against the CITY by CONTRACTOR's employees. CONTRACTOR further agrees to investigate, handle, respond to, provide defenses for and defend any such claims, etc., even if such claim is groundless, false or fraudulent. This Article shall extend to any subcontractors engaged by the CONTRACTOR, and all subcontractors shall further be required to indemnify the City in accordance with the terms set forth herein.

9.2 Warranty of Title and Waiver of Liens. The CONTRACTOR shall not at any time suffer or permit any lien, attachment, or any other encumbrance under the laws of the State of Florida or otherwise by any person or persons whomsoever to remain on file with the City against any money due or to become due for any work done or materials furnished under this Agreement or by any reason or claim or demand against CONTRACTOR. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment by virtue of this Agreement.

Article 10- Legal Obligations

10.1 CONTRACTOR may be legally liable for the following operations, whether such operations be by the CONTRACTOR or by anybody performing work for the CONTRACTOR under this Agreement or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 1) Claims under worker's compensation, disability benefit and other similar employee benefit acts that are applicable to the Services to be performed under this Agreement;
- 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR's employees;
- 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR's employees;
- 4) Claims for damages insured by usual personal injury liability coverage that are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the CONTRACTOR, or (2) by another person;
- 5) Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

- 6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- 7) Claims of contractual liability insurance applicable to the CONTRACTOR's obligation.

10.2 The insurance required for the plan review and inspection services shall be written for not less than the limits of liability as set forth herein or as required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Services until date of final payment and termination of any coverage required to be maintained after final payment.

Article 11 - Special Conditions

11.1 Participating Offices: It is recognized by the Parties that questions in the day-to-day performance of this Agreement may arise. The CITY designates the City Manager, or his or her designee, as the person to whom all communications pertaining to the day-to-day performance of this Agreement shall be addressed. CONTRACTOR designates George Keller as the representative of the CONTRACTOR to whom all communications pertaining to the performance of this Agreement shall be addressed. The City Manager shall have the right to require CONTRACTOR to change any personnel working on CITY projects upon providing CONTRACT with ten (10) days written notice.

11.2 Independent Contractor: All employees of the CONTRACTOR shall be, at all times, the sole employees of the CONTRACTOR under its sole discretion and not an employee or agent of the CITY. The CONTRACTOR shall supply competent and physically capable employees who shall have and wear proper identification. The CITY reserves the right to require the CONTRACTOR to remove an employee the CITY deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on CITY property is not in the best interest of the CITY. The CITY also reserves the right to dismiss any of the CONTRACTOR'S drivers who fail to follow proper safety and traffic rules and regulations.

11.3 Background Check: CONTRACTOR shall, at CONTRACTOR's sole expense, ensure that all of its personnel who will be involved in the performance of this Agreement have undergone Level 1 employment screening in accordance with Chapter 435, F.S. prior to the commencement of such performance.

11.5 Drug-free Workplace: CONTRACTOR shall maintain a drug-free workplace.

11.6 Equipment: All of the CONTRACTOR'S equipment utilized for this Agreement, if any, shall be in good operating condition and provided with all needed maintenance to sustain this condition for the duration of the Agreement, subject to inspection and approval by the CITY.

11.7 No Onsite Solicitation: The CONTRACTOR shall not solicit work from private citizens or others, or create a conflict of interest in the designated work areas during the term of this Agreement.

11.8 Record Maintenance: All drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed, received or provided in connection with this Agreement shall be the property of the CITY and the CITY shall have the full right to use such data for any official purpose permitted under the Florida Statutes, including making it available to the general public pursuant to Chapter 119, F.S. This provision shall survive the termination of this Agreement.

Article 12- General Conditions

12.1 Interpretation and Venue: This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in the Broward County, Florida.

12.2 Assignment of Rights: Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

12.3 Captions: The captions utilized in this Agreement are for purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

12.4 Binding Effect: This Agreement shall be binding upon and shall insure to the benefit of each of the parties and of their respective successors and permitted assigns.

12.5 Amendment: This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

12.6 Waiver: The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

12.7 Civil Rights: During the term of this Agreement CONTRACTOR assures CITY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not discriminate on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

12.8 Other Laws: CONTRACTOR shall at all times comply with all federal, state and local laws, rules and regulations.

12.9 Severability: The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

12.10 Notices: Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

As to CITY: City Manager
 City of Pembroke Pines
 10100 Pines Blvd
 Pembroke Pines, FL 33026
 (954) 431-4884 (phone)
 (954) 437-1149 (facsimile)

With a Copy to: Samuel S. Goren, City Attorney
 Goren, Cherof, Doody, & Ezrol, P.A.
 3099 East Commercial Blvd., Suite 200
 Fort Lauderdale, FL 33308
 (954) 771-4500 (phone)
 (954) 771-4923 (facsimile)

As to CONTRACTOR: Dennis Giordano, President
 Calvin Giordano & Associates, Inc.
 1800 Eller Drive, Suite 600
 Fort Lauderdale, FL 33316
 (954) 921-7791 (phone)
 (954) 921-8807 (facsimile)

With a Copy to: Dennis Mele, Esq.
 Ruden McCluskey
 200 East Broward Blvd., Suite 1500
 Fort Lauderdale, FL 33301
 (954) 527-2409 (phone)
 (954) 333-4009 (facsimile)

Each party hereto may change its mailing address by giving to the other party notice of such change.

12.11 Entire Agreement: This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

12.12 Assignment of Contract: This Agreement shall not be assigned except with the written consent of the CITY, which consent shall not be unreasonably withheld. No such consent shall be construed as making the CITY a party to subcontract or subjecting the CITY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the CITY must be through the CONTRACTOR.

12.13 Subcontractors. Subcontractors, if needed, shall be subject to the prior written approval of the City Manager.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

ATTEST:

6/22/09
JUDITH A. NEUGENT, CITY CLERK

CITY OF PEMBROKE PINES

BY: [Signature]
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

6-22-09
OFFICE OF THE CITY ATTORNEY

CALVIN GIORDANO & ASSOCIATES, INC.

WITNESSES:

[Signature]
Print Name: Robin A. Banks

BY: [Signature]
Print Name: Dennis Giordano

[Signature]
Print Name: JESS CRUZ

Title: President

STATE OF Florida)
COUNTY OF Broward) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Dennis Giordano as President of Calvin Giordano & Assoc, an organization authorized to do business in the State of Florida, who is personally known to me or who has produced as identification and acknowledged (s)he executed the foregoing Agreement as the proper official of for the use and purposes mentioned in it and deed of Image Lawn Maintenance.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 1st day of July, 2009.

My Commission Expires:

[Signature]
NOTARY PUBLIC

